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# Dainfern Valley

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## 1. INTRODUCTION AND LEGAL STATUS OF ESTATE RULES

### 1.1 INTRODUCTION

In choosing to live within an estate such as Dainfern Valley, a resident will enjoy all the benefits of communal living, such as cost-effective security and access to shared facilities. The advantage of an estate over conventional group housing is that those benefits can be enjoyed in a spacious attractive environment as opposed to the high densities characteristic of cluster or townhouse complexes.

However, communal living inevitably brings responsibilities along with its benefits. Levies must be paid and rules must be obeyed in order to ensure the smooth running of the estate for the benefit of all concerned.

In particular, the integrity of the security of the estate is considered of paramount importance. For access control to be effective there will inevitably be a small degree of inconvenience to residents' visitors.

It should be remembered that the rules to which we agree to submit ourselves when buying a property in Dainfern Valley not only help to guarantee the exceptional lifestyle we enjoy, but also maintain and enhance the property values of all homeowners.

The registered owner of every property is responsible for ensuring that all members of his family, tenants, visitors, employees, contractors, contractor's sub-contractors, delivery persons, or any other person(s) who are invited onto the estate by the owner (collectively "the owner's invitees") also comply with the estate rules.

### 1.2 LEGAL STATUS

One of the main objectives of the Dainfern Valley, by the developer, was the provision and preservation of a high-quality lifestyle for you, the estate resident. The primary intention of your Board of Rules Committees (of the Dainfern Valley Homeowners Association, hereinafter "DVHA") as contained in the estate rules, is to protect and preserve this lifestyle. The estate rules, which are amended by the Rules Committees from time to time, have been established in terms of the Articles of Association of the DVHA. These rules are binding upon all residents on the estate, to which you submit upon purchase and transfer to you of your property. As a result, these rules are binding upon all residents, as is any decision taken by the Rules Committees in amending, interpreting or enforcing these rules. It is essential that you, the registered owner of a property, are aware that you are responsible for ensuring that members of your family, tenants, visitors, friends and all your employees, their family and friends, and any other invitees, abide by and adhere to these rules.

**Please note that:**

This rule booklet is published as an aide to homeowners to facilitate easy access to key rules applicable to residents of the Dainfern Valley.

- a. Should any rule contained herein conflict with any provision of the Dainfern Valley Articles of Association, the order of preference of application shall be that the Articles shall prevail over these rules;
- b. Should any resolution of the Rules Committees of the DVHA or a meeting of the members of the DVHA (whether a general or special meeting), or of the architectural review committee, (a committee of DVHA) conflict with any of these rules, the resolution will take precedence; and
- c. Should any rule contained herein conflict with any provision of any title deed of any property on the estate, such provision in such title deed shall prevail.

**A. GENERAL CONDUCT RULES****2. SECURITY**

- 2.1 In the interest of providing an effective security system, the DVHA security protocol must be adhered to at all times. Residents and owners are requested to always treat the security personnel in a co-operative and patient manner.
- 2.2 Estate security is contracted to function as follows: -
  - 2.2.1 it will be manned 24 hours per day;
  - 2.2.2 Residents, whose accounts are in good standing with the DVHA, will be issued with Dainfern Valley biometric access and E-tag cards at a cost determined by the DVHA from time to time, which will provide access and egress to and from the estate through the designated residents' entrances and exits. A maximum of two E-tag cards are issued to the owners of any erf on the estate. Any further E-tag cards shall only be issued upon proof that the possessor thereof is a *bona fide* member of the owner's household or a *bona fide* tenant.
  - 2.2.3 All visitors, including contractors, will be required to sign prescribed contractual documentation and pay the prescribed administration fees, prior to being allowed access to the estate;
  - 2.2.4 The security office at the entrance to the estate must be advised in advance of the pending arrival of visitors;
  - 2.2.5 when visitors arrive unannounced, Security will endeavor to contact the relevant resident by telephone in order to verify that access may be granted, failing which such visitors will not be allowed into the estate;
  - 2.2.6 alarms and panic buttons in individual residences, which are linked to the security control room, can transmit to the control room and security is contracted to react to the signal;

- 2.2.7 the estate is patrolled on a continual random basis.
- 2.3 All residents, tenants and other persons who reside on the estate must, within one day of taking up residence on the estate, register with the estate security control room and complete the required data sheets.
- 2.4 Residents are to note that all security systems, including the perimeter walling and electric fencing, serve as a deterrent and detection function and are not guaranteed to prevent a determined attempt at intrusion into the estate.
- 2.5 All residents, tenants and other persons residing on the estate are encouraged to fill in the necessary holiday forms prior to going on vacation.
- 2.6 The DVHA and the Rules Committees shall not be liable for any injury, loss or damage to any person or property arising from any causes whatsoever including, without limitation thereto, the negligence of any of the security personnel, the failure of any security measures or the intentional acts of any agents, employees and appointees.
- 2.7 A resident shall ensure that their E-tag access card(s) are, at all times, kept in a safe place, and shall immediately notify the security control room in writing of any loss of an access card.
- 2.8 The guards do a difficult job and are not to be abused in any circumstances. There will be no tolerance of abuse (verbal or physical) of security employees, or of a lack of co-operation or non-compliance with any issued instructions. Penalties and/or legal and criminal steps will be taken against offenders at the discretion of the DVHA. The security company may also institute independent action separately.
- 2.9 No burglar alarm may be operated on the estate unless it is linked to an armed response service which has the ability to disarm it.

### **3. STREET BOUNDARIES**

- 3.1 The aesthetics of the interface where erven front onto the streets are extremely sensitive and important and are to be maintained subject to the directions of the DVHA.
- 3.2 No trees or other natural vegetation may be planted on any part of a common area without written permission of the DVHA. Every owner shall maintain the sidewalk/verge area between the road surface and his property. Every resident shall at all times keep such area neat, tidy and in a proper state of repair and shall forthwith report any damage to the curb or pavement to the board in writing.
- 3.3 Garden fences/walls form part of the streetscape and shall be properly maintained and painted where necessary.
- 3.4 No signage save for a nameplate and /or number of reasonable size is allowed.
- 3.5 There is to be no parking on grass verges.

#### **4. MAINTENANCE OF SIDEWALKS**

4.1 All owners and residents shall: -

4.1.1 maintain the area between the road kerb and their property boundary; and

4.1.2 maintain and paint, where necessary, all boundary walling.

4.2 No trees, plants or sidewalk lawn may be planted or removed without the prior written permission of the DVHA or the ARC.

4.3 Planting on sidewalks may not interfere with pedestrian traffic, obscure vision of motorists or disturb the view of neighbouring properties. The DVHA will, in the event of a breach of this rule, and after written notice to the owner or resident concerned, remove any offending planting or other improvements and debit the cost thereof to the owner's account.

4.4 No bollards or other obstruction may be erected on a side walk unless the specific written permission of the DVHA has been granted therefore.

#### **5. USE OF STREETS**

Normal road legislation, regulations and ordinances shall apply on the estate. In addition, the following shall apply:

5.1. The maximum speed limit is 35 km/h;

5.2. No unlicensed drivers or vehicles will be permitted access usage of estate roads and the DVHA will support the normal policing of estate roads by the municipal and statutory authorities;

5.3. In addition to any internal sanction, the DVHA will seek that all legal remedies available against transgressors of these rules (and any applicable traffic laws) are implemented including, but not limited to, the institution of criminal proceedings.

5.4. Children may not play or ride unlit vehicles, bicycles, skateboards or the like on the Estate roads after dusk for safety reasons.

#### **6. WATER FEATURES, PONDS, SWIMMING POOLS AND SWIMMING BATHS**

6.1. The owner of any erf which contains a swimming pool or swimming bath shall ensure by means of a wall or fence that no person can have access to such pool or bath from any street or public place or any adjoining site other than through a self-closing and self-latching gate with provision for locking in such wall or fence: Provided that where any building forms part of such wall or fence, access may be through such building. Such wall or fence and any such gate therein shall be not less than 1,2m high measured from the ground level and shall not contain any opening which will permit the passage of a 100mm diameter ball. The constructional requirements of such fence or gate shall comply with the requirements contained in SABS1390.

- 6.2. The DVHA is aware of the fact that pools, ponds and water features may be aesthetically pleasing and/or decorative, but the fact that they are located outside boundary walls or physically abut the sidewalk without any form of barrier, creates a source of danger for which the DVHA will not accept liability. The DVHA accordingly requires the installation of such barriers and safety measures as may be reasonable in the circumstances and records that neither it, nor any servant, official, agent or appointee of the DVHA can be held liable for any incident or accident which might occur, and which could have serious consequences.
- 6.3. All homeowners are urged to take reasonable precautions by inter alia, placing protective structures and/or netting over such features. In addition, homeowners are to ensure that they are fully compliant with all relevant by-laws in regard to the erection of such pools, ponds and water features.

## **7. DOGS AND OTHER ANIMALS**

- 7.1. All residents shall ensure that their dogs, cats, birds and/ or other animals are not the cause of disturbance to their neighbours or any other person on the estate.
- 7.2. Should any animal prove to be a disturbance or a nuisance to other persons, the DVHA may require the owner of the animal to remove it and if the owner fails or refuses to do so, the DVHA may impose penalties and/or procure its removal from the estate and recover any costs in connection therewith from the owner concerned.
- 7.3. Dogs are not allowed into any open areas without being controlled on a leash.
- 7.4. All owners or residents are required to tag their dogs, such tags containing at least the owner/resident's name and telephone number. Any dog found without such a tag will be treated as a stray by the DVHA and the owner will be subject to the imposition of a fine by the DVHA, in addition to which the DVHA will have the authorities remove the animal.
- 7.5. Any person walking an animal on the estate or allowing an animal to walk on the estate shall be responsible for ensuring the immediate removal and proper disposal of any faeces or other spoiling performed by such animal.
- 7.6. Should any owner/resident fail to comply with these provisions relating to animals, such owner/resident will, in addition to such other remedies as are available at law, be subject to a fine to be imposed in a sum to be determined by the DVHA from time to time.
- 7.7. It is also the policy of the DVHA to utilize the services of the authorities to remove any untended and/or stray dogs or other animals and to have them destroyed if not claimed by the person concerned.

## **8. GOOD NEIGHBOURLINESS**

- 8.1. No business activity, hobby or other activity which could or would cause aggravation or nuisance to fellow residents may be conducted, including without limitation thereto auctions and jumble sales. In addition, no person may conduct any business, professional or commercial activity from or on any property within the estate which could in the opinion of the Rules

Committee result in an increase in traffic to the Estate or create a nuisance to adjoining owners without;

- 8.1.1. First submitting a written application to the Rules Committee setting out the nature of the business, profession or commercial activity proposed and obtaining the prior written consent of the DVHA; and
  - 8.1.2. In such application satisfying the Rules Committees that the terms of the applicable Town Planning Scheme and any regulations thereunder as regards home businesses are complied with; and
  - 8.1.3. Complying with any and all directions or rulings made by the Rules Committees in consideration of such application. The directions to be given by the Rules Committee may include, but shall not be limited thereto, that the applicant is required to obtain formal consent from the Council and may include such conditions as the Rules Committees deem appropriate in the circumstances.
  - 8.1.4. The findings of the Rules Committee will be final and binding on all members and are legally enforceable through the Constitution.
- 8.2. Members are not permitted to make excessive noise. No lawn-mowing or other mechanised equipment may be used on the estate after 13h00 on a Sunday or Public Holiday.
  - 8.3. Washing may only be hung on wash lines screened from the street and neighbours. Refuse and bags may not be placed on the sidewalk, except if they will be removed within 1 day.
  - 8.4. No advertisements, publicity material, posters or the like may be exhibited or distributed in the estate without the prior written consent of the Rules Committees.
  - 8.5. No fireworks of any description may be used anywhere on the estate at any time.
  - 8.6. In the event of annoyance, aggravation or complaints occurring between members, an attempt should be made by the parties concerned to settle this matter between themselves. This should be done with consideration and tolerance. If the dispute cannot be resolved between the parties, the dispute should be brought to the attention of the Rules Committee in writing, if an interpretation of these rules is required. Such decision of the Rules Committee will be final and binding on the members concerned.
  - 8.7. There is no obligation on the DVHA to arbitrate or otherwise become involved in any disputes between its members, save in the event that an interpretation of these rules is requested, when such interpretation will be made within a reasonable time.
  - 8.8. No outside lights which shine directly into a neighbouring erf or are otherwise intrusive or reasonably likely to be intrusive to any other resident shall be permitted.

## **9. RESELLING/LETTING OF PROPERTY**

- 9.1. Should any owner let his property he shall advise the HOA in advance and in writing of the name of the lessee and the period of such lease. The owner shall inform the lessee of all rules and include a term in the lease which binds the lessee to adhere to such rules and to sign any acknowledgement or documentation reasonably required by the HOA.

- 9.2. In the case of a sale the agent must personally ensure that the buyer is informed about and receives a copy of the rules and any other administrative regulations applicable at the time of purchase. Failing this the buyer will only have recourse against the seller.
- 9.3. The seller will ensure that a suitable clause is contained in agreement of sale contract enforcing the conditions pertaining to membership of the DVHA contained in the title deeds of the property.
- 9.4. No property shall be let as a commune.

## **10. BUILDING RULES**

### **10.1. INTRODUCTION**

The DVHA, the legally constituted representative of residents of the estate, has adopted these rules and imposed certain contractual processes relating to the activities of building and contractors on the estate. The primary intention of these rules and processes is to ensure that all building activity on the estate occurs with the least possible disruption to residents. In the event of any uncertainty, residents and/or their contractors shall contact the DVHA for assistance and advice.

### **10.2. LEGAL STATUS**

The rules governing construction, which comprise these rules and the DVHA Building Code of Conduct, are therefore binding on all owners. Furthermore, each owner is obliged to include these rules in their entirety in any building contract concluded in respect of property on the estate and to ensure their building contractor complies with them. All owners shall also ensure that their building contractor signs the DVHA Building Code of Conduct prior to the commencement of construction. The DVHA has and reserves the right to suspend any building activity in contravention of any of the rules or the Builders Code of Conduct and the DVHA accepts no liability whatsoever for any losses, including consequential losses, sustained by an owner as a result thereof.

### **10.3. HOUSE DESIGN – New / Alterations and additions**

The House Design Manual contains town planning controls and various other construction-related and architectural rules, which apply to both new dwellings erected upon the estate and any alterations and/or additions to existing dwellings. These rules, which are supplemented by the Builders Code of Conduct, are issued to any member of the DVHA upon application at the estate office. All construction on the estate will only be approved if same is designed and completed according to the said House Design Manual and Building Code of Conduct.

### **10.4. GENERAL**

The approval of any plans or improvements within the estate shall be at the sole discretion of the DVHA. Similarly, compliance with restrictions imposed by the DVHA shall under no circumstances absolve the owner from the need to comply with restrictions imposed by third parties or local authorities, nor shall DVHA approval be construed as permitting any

contravention of restrictions imposed by any authority having legal jurisdiction. Conversely, the approval of the local authority does not constitute the approval of the DVHA in respect of any plans or improvements within the estate. Sensitivity for neighbour's views must be expressed wherever and whenever possible in all designs.

## 10.5. APPLICATION FOR PLAN APPROVAL

### 10.5.1. DRAWINGS REQUIRED

All drawings shall be prepared in accordance with relevant legislation, by-laws, regulations, these rules and the House Design Manual of the DVHA.

### 10.5.2. PLAN APPROVAL

The procedure for plan approval is that all plans must be submitted to the Architectural Review Committee (ARC) of the DVHA for review and approval, prior to the application for approval by the local authority and prior to the commencement of any work on the erf.

### 10.5.3. DEVIATIONS

Should any deviation be contemplated or become necessary after plan approval, the DVHA is to be notified forthwith and deviation plans, clearly setting out the nature of the deviation, shall be submitted for written approval prior to the deviation being constructed.

### 10.5.4. ALTERATIONS

All alterations or additions to existing dwellings must receive the ARC's approval prior to the commencement of any construction, following the same approval process as for new dwellings.

### 10.5.5. SUBMISSION OF BUILDING PLANS

All building plans shall be delivered to the DVHA at least two working days before the meeting of the ARC at which approval is sought. A plan scrutiny fee or fees, as determined by the DVHA, is payable to the DVHA on submission of plans.

## 10.6. ARC INSPECTIONS

10.6.1. There is an obligation on every owner to notify the DVHA, in writing, at each of the specified progress stages determined by the ARC, and to arrange an inspection of the erf and the works thereon by the DVHA or the DVHA's appointees on the attainment of each such stage.

10.6.2. The DVHA or its appointees shall furthermore be entitled to make such further inspections of the erf and the works thereon as he may, in his sole discretion, elect, prior to and while the owner continues with building operations. The DVHA and/or its appointees shall be permitted, at all times, to have access to any erf and the works thereon and the submission of building plans to the ARC constitutes an irrevocable consent to the functionaries of the DVHA to enter upon the



property of the member concerned at any reasonable time for the purpose of conducting such inspections.

10.6.3. Pursuant to such progress stage inspections, and prior to proceeding with any further construction, the owner shall ensure compliance with every direction issued by the DVHA.

10.6.4. Upon completion of all construction and prior to the release of deposits, the owner shall notify the DVHA in writing and arrange for a final inspection of the site, which inspection shall not occur until the owner has delivered to the DVHA a copy of the duly issued certificate of occupation from the Local Authority.

## 10.7. MISCELLANEOUS ARCHITECTURAL RULES

10.7.1. No erven on the estate may be consolidated, notarially tied or subdivided without the prior written approval of the DVHA;

10.7.2. All external finishes and colours shall be specified in the drawings, and colour samples are required to be delivered to the DVHA at the time of plan submission and are to comply with the colour range approved by the ARC from time to time;

10.7.3. Awnings, blinds, air conditioner units and other items, which do not form part of the basic structure, shall be clearly shown and annotated on all drawings and plans relating to an erf;

10.7.4. Solar heating panels, if used, shall be incorporated discreetly into the building to form part of the basic structure. All geysers, television aerials, air conditioner units and related pipe work are to be discreetly covered/concealed in terms of the directions of the ARC or Rules Committee;

10.7.5. Yard walls and screen walls shall complement the basic materials and design of the buildings;

10.7.6. All swimming pools, Jacuzzi and other outlet pipes are to discharge within the owner's property to the satisfaction of the DVHA, and may not discharge onto the street, the sidewalk or any other area;

10.7.7. seepage, leakage or discharge of any nature, including water, is to be discharged onto pavement or road surfaces or onto any area outside or adjoining an erf;

10.7.8. downpipes must be concealed and integrated into the structure of any dwelling;

10.7.9. All owners shall ensure that any exposed plumbing, wash lines, kitchen and yard spaces, open storage, refuse enclosures and accommodation for pets and any other visible items are sited out of public view and fully screened from the street or neighbouring properties. In particular, Wendy houses may only be erected on an erf if the design, materials and the siting thereof has been approved, in writing, by the ARC: It should be noted that no Wendy house or similar structure may be used for storage or permanent accommodation purposes;

10.7.10. Satellite dishes and TV aerials are allowed, provided they are discreetly positioned but, CB radio and Ham aerials, and satellite dishes with a diameter in excess of 60cm may not be erected or installed without the prior written consent of the ARC;

- 10.7.11. Should the DVHA declare that any caravan, trailer, boat, golf cart or any other item or mechanical equipment, that is stored within public view, is detracting from the surroundings or the aesthetic appeal of the estate, the DVHA shall have the right to instruct the owner to remove such item, failing which such owner shall be subjected to a monthly penalty, as may be determined by the DVHA from time to time, until such instructions have been complied with;
- 10.7.12. Where appropriate, the DVHA or the ARC may require the submission of a sidewalk development plan, indicating acceptable development thereof, at the owner's cost;
- 10.7.13. No lean-to's or temporary carports are allowed.
- 10.7.14. Internal street boundary walls are allowed up to a maximum height of 2 metres for 30% of the boundary, the balance may be 1,2m high or consist of brick piers with low interconnecting walls and steel palisade to a height of 2m as infill.
- 10.7.15. Walls between neighbours should be of uniform finish unless otherwise agreed by the neighbours and the ARC.

## **10.8. PROHIBITED ARTICLES AND BUILDING MATERIALS**

- 10.8.1. unpainted or reflective metal sheeting;
- 10.8.2. reflective, flat, thatch or false roofing materials;
- 10.8.3. precast concrete walls;
- 10.8.4. wood panel fencing;
- 10.8.5. razor wire or security spikes or similar items;
- 10.8.6. any security company signage; or
- 10.8.7. any other materials or articles which are not specifically approved by the ARC.

## **11. TIME LIMITS FOR CONSTRUCTION**

Time limits for construction of property – 12 months from date of registration of ownership.

### **11.1. PENALTIES**

Any owner who fails to comply with the time limits for commencement of construction or for the completion of construction as set out in these rules shall become liable to pay an increased monthly levy to the DVHA for the duration of such breach, in such sum as the DVHA or the board of Rules Committees of the DVHA may decide from time to time. Presently the Rules Committees have declared that the penalty levies shall be two (2) times that of the normal levies, payable in addition to the normal levy.

## 11.2. PURCHASE OF DELINQUENT ERVEN

- 11.2.1. Any person who purchases an erf within the estate which is as a result of Rule 10 hereof, the subject of the imposition of penalty levies, shall be afforded a period of 3 (three) months from date of registration of that erf, or in the event of the transfer of the members interest in a Close Corporation, the shareholding in a Company or the beneficial rights in a *intra vivos* trust, from date of conclusion of the agreement of purchase and sale, within which to apply for and obtain plan approval for the dwelling home to be constructed thereon. During such three-month period, the new owner shall not be required to pay penalty levies;
- 11.2.2. the owner of a delinquent erf fails to obtain such approval within the said three (3) month period, the delinquent erf shall again become the subject of penalty levies, calculated retrospectively, to the date of transfer;
- 11.2.3. Upon due compliance with and attainment of all the requirements for plan approval, the normal timing for construction set out in these rules will apply, (i.e. one year from date of commencement of construction), save that in the case of delinquent erven whose plans are approved within the three month period referred to in 10.3.1, the date of commencement of construction shall be the date of approval of the plans by the ARC ("deemed commencement");
- 11.2.4. Upon the expiry of one (1) year from the date of deemed commencement set out in this rule, the usual penalty levies shall be applied in the event that the owner of a delinquent erf does not comply with these rules.

## 11.3. LETTING AND RESELLING OF PROPERTY

In order to ensure that the estate rules are complied with, accredited estate agents will detail the procedures for both the selling and letting of properties on the estate.

- 11.3.1. Should an owner wish to sell his property on the estate by employing an estate agent, he must provide such estate agent with a written mandate, and a copy thereof shall immediately be delivered to the DVHA;
- 11.3.2. Such agent shall be accredited by the DVHA. A list of accredited agents is available from the DVHA and, with the exception of Sunday show days, shall operate on a "by appointment" basis, and shall at all times personally accompany prospective buyers who view such properties;
- 11.3.3. Every owner shall, within 14 days of entering into a lease agreement over a property on the estate, notify the DVHA in writing of:
- 11.3.3.1. The name and contact details of the lessee and the owner concerned
- 11.3.3.2. The registration details of any vehicles the lessee will require to be permitted on the estate; and the duration of the lease.
- 11.3.4. Each such lease agreement shall refer to and have annexed thereto a copy of these rules. Owners are ultimately liable for compliance with these rules, notwithstanding occupation of their dwelling by a lessee.

#### 11.4. REZONING

No member may rezone an erf or in any way change the use for which an erf has been zoned, whether by way of rezoning or a consent use or otherwise, save with the prior written consent of the DVHA who shall have complete discretion and whose decision shall be final and binding on the member concerned, irrespective of whether such consent is granted by any lawful authority. Further, no member may subdivide or consolidate any erven, nor erect a second dwelling on their erf without the prior written consent of the DVHA, which consent shall be in the sole discretion of the DVHA irrespective of whether any lawful authority grants permission for such subdivision or consolidation or second dwelling.

### C. RULES RELATING TO PENALTIES AND CHARGES

#### 12. FINES, PENALTIES & OTHER CHARGES

##### 12.1. LEVIES AND OTHER CHARGES

12.1.1. All levies and other charges due to the DVHA are due and payable in advance on the first day of each month, without set-off or deduction of any sort whatsoever.

12.1.2. will be raised on all accounts in arrears at the maximum rate permissible by law (presently twenty-four *percentum* (24%), per annum), subject to revision by the Rules Committees from time to time. Owners are required to pay all levies and other charges by way of debit order to facilitate convenient and timeous payment thereof.

12.2. The DVHA shall be entitled, within its sole discretion, to impose on and collect from any Owner a fine or fines, as determined by the DVHA from time to time, in respect of any breach of these Rules, or the Articles, in addition to any further or other rights and/or remedies which the DVHA may have at law. In so doing, the DVHA shall comply with the Rules of natural justice and shall ensure, that at the very least, an Owner is given notice of the pending imposition of such fines and an opportunity to dispute the imposition of such fines. The DVHA shall be entitled to determine the process to be followed in such circumstances. In addition, the Estate Management shall, from time to time, compile and circulate a list of fines to be imposed for specific transgressions of these Rules, and for any other breach of these Rules

12.3. The DVHA may, at its discretion make use of suitable arbitration services, whose decision will be final and binding.

### D. GENERAL RULES AND INFORMATION

#### 13. VARIATIONS OF THESE RULES

13.1. Rules may only be amended, supplemented or varied at a general meeting.

13.2. The DVHA and/or the Trustees reserve the right to take any action they deem fit in the instance of contravention of a Rule.

#### 14. EXEMPTION FROM LIABILITY

- 14.1. The DVHA, their agents, employees and appointees shall not be liable for any injury, loss or damage to any person or property arising from any cause whatsoever including without limitation thereto, the negligence of any of the above persons or the intentional acts of any agents, employees and appointees. Without in any manner derogating from the above, all entrants to the Estate make use of the roads thereon, whether public or private, at their own risk.
- 14.2. Whilst every effort is made to secure the Estate, the DVHA and all their agents, employees or appointees shall not be deemed to have warranted the safety of any person or property (whether movable or immovable) on the Estate.

## **15. JOINT & SEVERAL LIABILITY**

When any Owner is a Juristic Person or a Trust, the members, directors or Rules Committees thereof shall be Jointly and Severally liable in respect of any obligation owed in terms of these Rules.